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 10 *Attorneys for Plaintiffs*

11 **UNITED STATES DISTRICT COURT**

12 **NORTHERN DISTRICT OF CALIFORNIA**

13
 14 PHILLIP BELL JR.; LORNA BARNES; and
 15 ANTHONY BARNES.

16 Plaintiffs.

17 v.

18 SADDLEBACK VALLEY UNIFIED SCHOOL
 19 DISTRICT; KLUTCH SPORTS; CALIFORNIA
 INTERSCHOLASTIC FEDERATION; NEXT
 20 LEVEL SPORTS & ACADEMICS; and ISAHIA
 SANDOVAL; EDWARD WONG; TRICIA
 21 OSBORNE; CHAD JOHNSON; STEVE
 22 BRISCOE AND DOES 1-20 in their individual
 and official capacities.

23 Defendants.

24
 25 Case No. 4:24-cv-05545-JST

**JOINT CASE MANAGEMENT
 CONFERENCE STATEMENT**

Date: March 25, 2025
 Time: 2:00 pm
 Judge: Honorable Jon S. Tigar

1 **1. Jurisdiction & Service**

2 Plaintiffs' First Amended Complaint asserts federal question jurisdiction and brings claims
3 under 42 U.S.C. § 1983 against the school district, school district officials and the California
4 Interscholastic Federation ("CIF"). Those defendants have moved to dismiss the federal claims.
5 Plaintiffs also assert state law claims against additional defendants. Those defendants have moved to
6 dismiss the state law claims. The school district defendants have moved to transfer the case to the
7 Central District of California given that the witnesses with respect to Phillip III's attendance at
8 Mission Viejo High School are located in Orange County.

9 Plaintiffs firmly object to the transfer of venue. Plaintiff Phillip Bell Jr. resides in the
10 Northern District, and Defendants Steve Briscoe and Next Level are also located in the Northern
11 District. The only defendant in Southern California is the School District. Moreover, this case
12 originated in the Northern District, as the initial custody order at issue was issued in San Francisco.
13 Furthermore, Defendants CIF and Klutch Sports have addresses of record in Sacramento, California,
14 which is in close proximity to the Northern District and further supports that venue is proper there.

15 Isaiah Sandoval has not been served. All other defendants have either been served with the
16 summons and complaint or stipulated to waive service of the summons and complaint.

17 **2. Facts**

18 **Plaintiffs' position**

19 Phillip III, a talented student-athlete and football player, initially thrived under the shared
20 custody of his father (Phillip Bell Jr.) and mother (Samantha Barnes) in Sacramento, California.
21 When Samantha married Sandoval, tensions rose as Sandoval with the help of Steve Briscoe and
22 Next Level arranged for Phillip III to attend a high school in Southern California, violating the
23 shared custody agreement. Father, who had hoped Phillip III would attend a Catholic school, was not
24 consulted about this move, which promised financial compensation and potential NIL (name, image,
25 likeness) deals for Phillip III.

26 Briscoe and Next Level orchestrated and facilitated the transfer of Phillip Bell III to a school
27 in Southern California. As a result of brokering the deal Briscoe and Next Level were compensated.
28

1 Following his relocation to Los Angeles with Samantha and Sandoval, Phillip III's well-being
 2 significantly deteriorated due to Sandoval's alleged drug use, domestic violence, and neglectful living
 3 conditions, which included instances of physical abuse and food deprivation. Distressed, Phillip III
 4 frequently called Father and his grandparents (Lorna and Anthony) for help. Alarmed, Father and the
 5 grandparents filed a court petition to bring Phillip III back to Sacramento, which the court granted,
 6 ordering his return to his former Catholic high school after his first semester in Los Angeles. Despite
 7 this, Samantha and Sandoval with the help of Briscoe and Next Level concealed Phillip III's location
 8 and disregarded the court order.

9 Following Samantha's death under suspicious circumstances, Sandoval attempted to retained
 10 control over Phillip III, with help from several defendants. District officials at Mission High School,
 11 aware of the court order, facilitated Phillip III's continued enrollment and took measures to hide him
 12 from Father and his grandparents. Sandoval, Briscoe, and Next Level profited off of Phillip III and
 13 his contractual NIL arrangement with Klutch Sports without Father's knowledge or consent.

14 Defendants, including school District officials and Klutch Sports, worked to alienate Phillip
 15 III from his biological family, providing housing, financial resources, and other inducements to keep
 16 him in Los Angeles. Despite a cease-and-desist letter, they continued to promote Phillip III's athletic
 17 career, even taking him on out-of-state trips and offering luxury living situations. Throughout,
 18 Defendants allegedly failed to provide Phillip III the counseling he needed following Samantha's
 19 death, despite being aware of the situation.

20 Plaintiffs claim that the defendants exploited Phillip III's athletic potential and violated both
 21 legal and ethical obligations, causing significant emotional distress for Phillip III and further strain on
 22 his relationship with his biological family.

23 **Defendants' position**

24 The CIF contends that no act or omission of the CIF and its employees was a cause of
 25 Plaintiffs' alleged harm.

26 Defendant Klutch Sports Group (erroneously sued as Klutch Sports) ("Klutch") contends that
 27 it entered into a lawful, consensual, arms-length agreement with Phillip III to which Plaintiffs were
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1 not parties, nor were they contemplated thereby. Klutch contends that no act or omission of Klutch
 2 was a cause of Plaintiffs' alleged harm.

3 Defendants Steve Briscoe and Next Level Sports & Academics contend that Phillip III and his
 4 mother made their own decisions about where to live and where Phillip III would play football.
 5 Briscoe did not advise Phillip III to attend Mission Viejo or cause him to do so. Briscoe did not
 6 receive any compensation for the advice and mentorship that he provided to Phillip III and his
 7 mother. Neither Briscoe nor Next Level has any contractual right to any compensation related to
 8 Phillip III's decision about where to attend high school or college or to enter into any contract related
 9 to his football career. Briscoe did not complete any forms related to Phillip III's enrollment at
 10 Mission Viejo for either his junior or senior year. He also did not tell anyone that he was biologically
 11 related to Phillip III. Briscoe and Next Level contend that no act or omission on their part was a cause
 12 of any harm that Plaintiffs allege that they suffered.

13 **3. Legal Issues**

14 Issues include: whether the First Amended Complaint plausibly states a claim for a violation
 15 of Section 1983 against the school district, school district officials, or CIF; whether the Court should
 16 exercise supplemental jurisdiction over the state law claims if the federal claims are dismissed;
 17 whether any defendant owed Plaintiffs a duty of care; whether any defendant breached any such duty
 18 of care; whether any defendant's conduct was the proximate cause of any injury to Plaintiffs; whether
 19 any defendant's conduct met the required standard for outrageous conduct that would give rise to a
 20 claim of emotional distress; whether Plaintiffs have adequately alleged extreme emotional distress;
 21 whether Plaintiffs' unjust enrichment can be brought as a separate cause of action; whether Phillip
 22 III's grandparents (who did not have custody of him) have standing to bring any of their claims; and
 23 whether any claims for injunctive relief are moot given Phillip III is no longer a minor.

24 Plaintiffs do not believe there are any deficiencies in the claims asserted in the First Amended
 25 Complaint and contend that all claims are sufficiently pled to survive Defendants' Rule 12(b)(6)
 26 motion to dismiss. The First Amended Complaint plausibly states claims for violations of Section
 27 1983 against the school district, district officials, and CIF. Furthermore, Plaintiffs submit that the
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1 state law claims are properly before the Court, and supplemental jurisdiction remains appropriate.
 2 Plaintiffs have adequately alleged facts demonstrating that Defendants owed and breached duties of
 3 care, proximately caused injury, engaged in outrageous conduct, and caused extreme emotional
 4 distress. Additionally, Plaintiffs' unjust enrichment claim is properly pled as a separate cause of
 5 action. The grandparents have standing to bring their claims based on their direct involvement and
 6 injuries, and Plaintiffs' claims for injunctive relief are not moot.

7 **4. Motions**

8 Defendants have filed motions to dismiss the First Amended Complaint and those motions
 9 were set to be heard on March 27, 2025 and have now been submitted without argument. The school
 10 district and school district officials sought dismissal or transfer of the case to the Central District of
 11 California given that the witnesses with respect to Phillip III's attendance at Mission Viejo are
 12 located in Orange County. The parties anticipate that there will also be motions for summary
 13 judgment if the case advances beyond the pleadings.

14 Plaintiffs will file an opposition to any motion to transfer venue, as they strongly oppose such
 15 a move. The initial issues giving rise to this case, including the custody order and key events,
 16 occurred in the Northern District, making venue proper. Additionally, Plaintiffs will seek leave to
 17 amend should the Court find any deficiencies in the First Amended Complaint, as they are prepared
 18 to address any concerns raised and ensure the claims are fully and properly pled.

19 **5. Amendment of Pleadings**

20 Plaintiffs filed a First Amended Complaint on November 22, 2024. No other amendments of
 21 the pleadings are expected at this time.

22 **6. Evidence Preservation**

23 The parties have reviewed the Guidelines Relating to the Discovery of Electronically Stored
 24 Information ("ESI Guidelines"). The parties have met and conferred pursuant to Federal Rule of
 25 Civil Procedure 26(f). The parties are taking steps to preserve evidence and will continue to have
 26 discussions regarding a plan for discovery in this action.

1 **7. Disclosures**

2 The parties have not yet made initial disclosures and request that the time for making initial
3 disclosures be extended until the pleadings in this matter are set.

4 **8. Discovery**

5 No discovery has occurred yet. The parties continue to discuss a proposed discovery plan.

6 **9. Class Action**

7 This is not a class action.

8 **10. Related Cases**

9 None.

10 **11. Relief**

11 Plaintiff seeks general monetary damages, special damages, punitive and exemplary damages,
12 attorney's fees, and statutory damages as allowed by law.

13 **12. Settlement and ADR**

14 Based on the parties' discussions to date, the parties do not believe that settlement discussions
15 would be fruitful in advance of the anticipated motions to dismiss and at least some preliminary
16 discovery.

17 **13. Other References**

18 The parties do not currently believe the case is suitable for referral to arbitration or a special
19 master.

20 **14. Narrowing of Issues**

21 The parties believe that the most consequential issues are raised in the motions to dismiss that
22 were scheduled to be heard on March 27, 2025 and have been submitted without argument.

23 **15. Expedited Trial Procedure**

24 At this time, the case does not appear to be the type that could be handled under expedited
25 trial procedures.

1 **16. Scheduling**

2 Particularly in light of the school district defendants' motion, which contends that this case
3 should proceed in the Central District rather than the Northern District, Defendants believe that the
4 Court should wait to set a schedule for this matter until after the pleadings are set.

5 Plaintiffs respectfully request that the Court assist in setting the scheduling order based on the
6 Court's availability and the complexities presented by the number of parties involved. Plaintiffs
7 maintain that venue is proper in the Northern District and believe this case will remain before this
8 Court. Accordingly, Plaintiffs request that a scheduling order be set now so that the parties may
9 proceed to discovery without further delay.

10 **17. Trial**

11 Plaintiffs have demanded a jury trial. The parties estimate that trial could last 3-5 days.

12 **18. Disclosure of Non-party Interested Entities or Persons**

13 The parties do not currently believe there is there is any conflict or interest (other than the
14 named parties) to be disclosed.

15 **19. Professional Conduct**

16 Counsel for all parties have reviewed the Guidelines for Professional Conduct for the
17 Northern District.

18 **20. Other**

19 None.

1 Dated: March 18, 2025

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SIGNATURE ATTESTATION

I, Kevin Calia, am the ECF user whose identification and password are being used to file the foregoing JOINT CASE MANAGEMENT CONFERENCE STATEMENT. In compliance with Local Rule 5-1(h)(3), I hereby attest that all party signatories hereto concur in this filing's content and have authorized this filing.

/s/ Kevin Calia
Kevin Calia